REMARKS

Claims 1-45 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 102(e) Rejection:

The Office Action rejected claims 1-3, 5, 6, 16-18, 20, 21, 31-33, 35 and 36 under 35 U.S.C. § 102(e) as being anticipated by Carre (U.S. Patent 6,282,579). Applicants respectfully traverse this rejection for at least the following reasons.

Regarding claim 1, applicants disagree with the Examiner's interpretation of Carre and assert that Carre does not teach a gateway configured to deliver messages between managed objects and one or more managers through a platform-independent interface, wherein the gateway is configurable to deliver the messages for each manager in a format selected by that manager, as the examiner contends. Carre pertains to address conversion between CORBA objects and OSI objects (Carre - col. 1, lines 9-19; col. 1, line 59 - col. 2, line 46) and to the transforming of object interfaces column 5, lines 49-59). Thus, Carre is concerned with *converting address types and object interfaces*, but fails to teach anything regarding message formats.

Specifically, Carre teaches that address conversion is performed according to the type of objects that are communicating. There is no ability in Carre for the managers to select a desired message format. The sections cited by the Examiner (col. 5, lines 49-59 and col. 6, lines 30-35) refer to address-type conversion between CORBA objects and OSI objects. There is absolutely no mention in Carre of managers being able to select the format for messages delivered by the gateway. Nor does Carre does not describe any mechanism by which a manager can select a format for messages. Carre fails to mention anything about different message formats. The gateway in Carre is clearly not capable of allowing the managers to select a format.

In response to Applicants' previous arguments, the Examiner states that applicants fail to consider the teaching of Carre for delivery of messages through different interfaces (CDMO and CMISE) by gateways and cites Figures 3a and 3b. The Examiner contends that since Carre teaches more than one gateway and since they each communicate via different interface, they perform the same function as a gateway configurable to deliver messages for each manager in a format selected by that manager. Applicants respectfully disagree with the Examiner interpretation of Carre's interfaces. Specifically, Carre states that these interface units translate an interface to the underlying object so that the underlying object "can be access by class CORBA message" (Carre, column 5, lines 50-52). Carre also states that his CMISE/IDL interface "appears to the outside, like a CORBA object" (Carre, column 5, lines 26-31). One portion of Carre cited by the Examiner (column 5, lines 49-59) describes how <u>OSI objects</u> OM and OA can be <u>transformed into</u> pure <u>CORBA objects</u> to allow them to be accessed <u>using classic CORBA messages</u>. Thus, Carre is clearly teaching the transformation of object *interfaces* so that a <u>single message format</u> (classic CORBA) may be used with either OSI objects or CORBA objects. Furthermore, Carre's manager objects cannot select which interface to communicate through. On the contrary, Carre teaches that his interfaces are present to allow interaction between CORBA and OSI objects "via a CORBA infrastructure" (Carre, column 4, line 63 – column 5, line 3). Carre teaches the use of <u>additional communication layers</u> (GDMO/C++, GDMO/IDL and CMISE/IDL), or components, between OSI objects and CORBA objects that <u>translate the interfaces to the objects</u> such that they appear as and are accessible as CORBA objects using CORBA messages (Carre, Figures 2a and 2b, column 5, lines 49-59). In other words, Carre's interfaces are present specifically to provide communicate between otherwise incompatible objects. If one of Carre's managers were able to select a different interface, it would not be able to interact with the target object.

Furthermore, Carre's interfaces are not message formats. Even if a manager in Carre could select a different interface, which Applicants assert they cannot, such a selection would still not be selecting a format for message delivery as the Examiner contends. Object interfaces and message formats are different things. In Carre's

invention, different interfaces are provided specifically to allow different object types (specifically OSI or non-CORBA object) to access and send message through a single CORBA infrastructure. Carre's system is quite different from a gateway configured to deliver the message for each manager *in a format selected by that manager*.

Carre specifically teaches the use of object interfaces and additional communication layers to allow heterogeneous (CORBA and OSI) objects to communicate via a single, homogeneous infrastructure (CORBA) rather than having a gateway configurable to deliver messages in a format selected by a manager. Thus, Carre is teaching away from a gateway configured to deliver the message for each manager in a format selected by that manager.

Applicants remind the Examiner that for a rejection under section 102, the identical invention must be shown in as complete detail as is contained in the claims. M.P.E.P. § 2131; *see also, Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). Anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim. *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). Carre does not disclose selected message formats, nor does Carre teach a gateway (or any other mechanism) through which a manager could make such a selection. Carre therefore clearly does not anticipate a gateway is configurable to deliver the messages for each manager in a format selected by that manager.

In light of the above remarks, applicants assert that the rejection of claim 1 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 1 apply to claims 16 and 31.

In regard to claim 2, Carre does not teach that the selected format comprises text. The Examiner cites column 6, lines 30-35 of Carre. However, this passage of Carre merely mentions the mapping of ASN.1 onto IDL data types to allow translation of OSI address types to CORBA address types. Additionally, Carre is not discussing the

mapping of ASN.1 to IDL data types or the translation of address types from OSI to CORBA in the context of a selected format for message delivery. Instead, Carre is talking about the translations necessary to allow OSI objects to communicate via CORBA. Further, Carre does not teach that such address translations involve a format that comprises text.

In response to applicants' previous arguments, the Examiner contends that applicants have "failed to consider the teaching of Carre for sending the outcome message to the client based on what information [is] required by the client in [the] request message" and further argues that "[a]ll of these messages include context and [are] related to different target object[s]." However, Carre does not teach that a client is selecting a message format comprising text by including a request context in a request message. In fact, Carre fails to mention anything about message formats comprising text. Carre simply teaches that request messages can include: an operation, a target object, one or more parameters, and, optionally a request context. Clients including a request context in a request message, as taught in Carre, has nothing to do with a manager selecting a deliver format comprising text. Furthermore, Applicants' respectfully disagree with the Examiner interpretation that Carre's inclusion of a request context implies the selection of a format comprising text. Without a clear disclosure by Carre that including a request context in a request message is the equivalent of selecting a message format comprising text, such an interpretation is merely hindsight speculation on behalf of the Examiner.

Thus, in light of the above remarks, applicants assert that the rejection of claim 2 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 2 apply to claims 17 and 32.

Claims 1, 2, 4-11, 13-17, 19-26, 28-32, 34-41 and 43-45 were rejected under 35 U.S.C. § 102(e) as being anticipated by Shank et al. (U.S. Patent 6,445,776) (hereinafter "Shank"). Applicants respectfully traverse this rejection for at least the following reasons.

Regarding claim 1, Shank does not teach a network management system comprising a gateway configured to deliver messages between managed objects and one or more managers through a platform-independent interface, wherein the gateway is configurable to deliver the messages for each manager <u>in a format selected by that manager</u>, as stated by the Examiner. Instead, Shank pertains to providing telephony and media services from a server 110 to an application 140 (Shank, Figure 1, column 1, lines 13-18). Shank is not concerned with, nor does Shank pertain to managers and managed objects. According to Shank, a server may include various service interfaces, such as telephony services 210, media services 220, and basic services 230 that a client may use. Shank's system provides a CORBA ORB 260 for communicating with these interfaces (col. 3, line 31 - col. 4, line 13). As described in Shank, the service interfaces (such as telephony services 210 and media services 220) allow client application 140 to interact with services such as telephone services provided on telephone network 105 and media services provided by various hardware components (col. 7, lines 15-28).

Contrary to the Examiner's assertions, the service interfaces 210, 220 and 230 of Shank's server 110, do not provide a gateway configurable to deliver the messages for each manager <u>in a format selected by that manager</u>. Shank does not pertain to interactions between managers and managed objects as these entities are understood in the art. Instead, Shank only discusses the client-server interactions between application 140 and server 110. In other words, Shank only discusses providing telephony and media services through a server to a client application. As discussed above, Shank's interfaces 210, 220, 230 provide service interfaces for an application 140. They do not deliver messages between managed objects and one or more managers. Telephony service interface 210 is not a manager for managed objects. The concept of managers and managed objects, and the relationship between managers and managed objects, is well understood in the art of managed networks. In contrast, telephony service interface 210 (including 212-216) is clearly described in Shank as providing an interface for application 140 to access services on telephony network 105. Interfaces 210-216 in Shank have nothing to do with managing managed objects on a managed network.

Furthermore, Shank clearly does not teach a gateway that is configurable to deliver the messages for each manager in a format selected by that manager. The Examiner refers to col. 5, lines 39-50 and col. 17, lines 26-37. However, these portions of Shank merely give examples of media and telephony services accessible through Shank's interfaces 220 and 210. This portion of Shank has nothing to do with message formats, let alone delivering a message in a format selected by a manager. Applicants' fail to see any relevance of the Examiner's cited references. The Player, Recognizer, etc. discussed in Shank are media services, not managers for managed objects in a managed network. Moreover, there is clearly no teaching in Shank of a manager using these services to select a format for message delivery.

Shank teaches that his service interfaces are defined according to the target object or target hardware, such as text-to-speech services 222, or facsimile services 228, and fails to teach that the formats of messages are selected by a manager managing such a target object. In fact, Shank teaches the use of a custom format "based on similar methods specified in the ECTF S 1.00API," but defined using IDL (Shank, column 17, lines 31-34). Data used by these interfaces is "in the form of a key value set (KVS) which contains a sequence of keys associated with values " and "[s]tructurally, a KVS is a sequence of key value pairs (KVPairs)" (Shank, column 9, lines 1-7). According to Shank, application 140, which the Examiner has erroneously characterized as a manager, communicates with various services using whatever interface the service has registered with resource administrator 236 (Shank, column 5, lines 16-22). Thus, Shank clearly teaches the use of predefined message formats and not the use of formats selectable by a manager.

In response to Applicants' previous arguments, the Examiner responds that applicants have failed to consider the teaching of Shank "for providing services through media, telephony and basic services interfaces" and further argues that Shank's interfaces perform message delivery function as a gateway. However, as described above, Shank's interfaces are *defined according to the target object or target hardware*, such as text-to-speech services 222, or facsimile services 228, and the *formats of messages are not*

selected by a manager managing such a target object. Furthermore, as with the rejection of claim 1 over Carre, the Examiner seems to be confusing interfaces with message formats. Different interfaces do not imply selectable delivery formats. Applicants further point out that the Examiner's cited portions of Shank (column 5, lines 39-50 and column 17, lines 26-37) teach only that different interfaces may include different *method* definitions, but <u>fail to teach anything regarding the format of messages</u> and further fail to teach *message formats selectable by a manager*.

Thus, in light of the above remarks, applicants assert that the rejection of claim 1 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 1 apply to claims 16 and 31.

In regard to claim 2, Shank does not teach wherein the selected format comprises text, as expressed by the Examiner. The Examiner cites item 228 of Figure 2. However, item 228 refers to a FAX service, and it is well known that a facsimile interface does include text, but rather involves a graphic interface. Applicants fail to see the relevance of item 228 of Figure 2 to a selected format that comprises text.

In response to Applicants' previous arguments, the Examiner directs applicants to the teaching of Shank for providing text-to-speech services. The text-to-speech referred to by the Examiner are services accessed by client application 140. For example, the text-to-speech service converts text data supplied by application 140 into an audio file. When discussing text-to-speech, Shank is referring to a high level function performed by the service, not an inter-object message format used for communicating with the service. Even if Shank's application 140 were to represent a manager object, which the applicants contend it does not, Shank still does not teach that application 140 may choose text-to-speech as a format for message delivery when communicating with a service object. In fact, it is clear that when communicating with a text-to-speech service, one must provide the text to be converted into audio. Shank teaches that application 140 <u>must use an interface specified by the text-to-speech service's ORB vendor</u> (Shank, column 3, line 65-column 4, line 6). Thus, the text-to-speech service is not used to select a message

format for communicating between a manager and a managed object. Shank clearly does not describe a manager being able to select a format for message delivery that comprises text. Thus, in light of the above remarks, applicants assert that the rejection of claim 2 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 2 apply to claims 17 and 32.

In regard to claim 10, Shank does not teach that the gateway comprises a request gateway which is configured to deliver messages generated by the one or more managers to the one or more managed objects, wherein the messages comprises requests and wherein the requests <u>comprise a query for information concerning one of the managed objects</u>. The portions of Shank cited by the Examiner refer to application 140 invoking functions of the telephony and media services. These teachings have nothing to do with a query for information concerning a managed object. The concepts of managers and managed objects are well understood in the art of managed networks. Managers and managed objects have a well-known relationship in managed networks. Shank does not pertain to interactions between managers and managed objects, as these entities are understood in the art. In contrast, Shank only discusses the client-server interactions between application 140 and server 110. In other words, Shank only discusses providing telephony and media services through a server to a client application. Shank does not discuss managing managed network objects. Furthermore, nowhere does Shank teach a query for information concerning a managed object.

In response to applicants' previous argument, the Examiner refers only to Shank's providing services through media, telephony and basic service interfaces, but the Examiner fails to point out anything regarding a *query for information*. The Examiner seems to have misunderstood applicants' previous argument. Applicants assert that Shank fails to teach wherein the messages *comprise a query for information* concerning one or more of the managed objects. Shank clearly fails to teach anything concerning such a query for information. Thus, in light of the above remarks, applicants assert that the rejection of claim 10 is not supported by the cited art and withdrawal of the rejection

is respectfully requested. Similar remarks as discussed above in regard to claim 10 apply to claims 25 and 40.

Similarly, in regard to claim 11, Shank does not teach wherein the requests comprise a command to <u>set one or more parameters of one of the managed objects</u>. The Examiner cites a passage in Shank (column 17, lines 53-66), that describes parameters for a specific function (Play) of the Player media service interface, but does not mention a command to set parameters for a managed object. A parameter to a specific service method invocation is very different from a command to set one or more parameters of a managed object and Shank does not mention such a command, just that parameters may be used when invoking specific service method invocations. **The Examiner has failed to provide any response to this specific argument in the Response to Arguments section of the Office Action.** Thus, in light of the above remarks, applicants assert that the rejection of claim 11 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 11 apply to claims 26 and 41.

In regard to claim 13, applicants disagree with the Examiner's contention that Shank teaches, "requests are converted from the interface definition language to a platform-specific format prior to delivery to the managed objects." The Examiner refers to col. 5, lines 39-50, of Shank. In fact, <u>Shank fails to teach</u> that requests are converted from the interface definition language to a platform-specific format prior to delivery to the managed objects. The Examiner's cited portion of Shank discusses examples of media and telephony services but <u>teaches nothing about converting requests</u> from the interface definition language to a platform-specific format prior to delivery to the managed objects. In fact, nowhere does Shank teach or even suggest that requests are converted. Thus, applicants can see no basis for the Examiner's contention regarding converting requests and submit that this is mere speculation on the Examiner's part. In response, the Examiner refers to Shank's teachings regarding the communication with different objects by different protocols "based on an industry standard" and further argues, "ASN1 can be implemented in Shank's system." Applicants fail to find any

relevance to the Examiner's reference to ASN1. Shank does not mention ASN1 at all and certainly does not teach or suggest the use of ASN1. Furthermore, even if ASN1 were to be implemented in Shank's system, that would not require that Shank's system include the translation of request messages. The Examiner seems to be implying that it would be obvious to modify Shank's system to include the translation of request messages; however, a rejection based on such modification is clearly improper in a § 102(e) anticipation rejection.

The Examiner further refers to Shank's teachings regarding "converting requests before delivering them to objects when the user and server [execute] in different process[es]" and cites column 4, lines 35-40 of Shank. However, this portion of Shank discusses the marshalling of a method invocation in order to communicate between a client in one process and a server in a different process. Marshalling of method invocations does not involve the translation of any request messages. Shank is not discussing translating of request messages at all, but rather Shank is discussing inter-process communication.

Shank clearly does not anticipate wherein requests are converted from an interface definition language to a platform-specific format prior to delivery to the managed objects. Thus, in light of the above remarks, applicants assert that the rejection of claim 13 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 13 apply to claims 28 and 43.

Section 103(a) Rejection:

The Office Action rejected claims 3, 12, 18, 27, 33 and 42 under 35 U.S.C. § 103(a) as being unpatentable over Shank, et al. (U.S. Patent 6,445,776) (hereinafter "Shank"). Applicants respectfully traverse this rejection in light of the following remarks.

Applicants submit that the Examiner has not established a proper *prima facie* case of obviousness in regard to these claims. Obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so in the prior art. *In re Fine*, 837 F.2d 1071 (Fed. Cir. 1988); M.P.E.P. § 2143.01. The question is whether there is something in the prior art as a whole to suggest the desirability, and thus the obviousness, of making the combination. *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 488 (Fed. Cir. 1984). Merely stating that individual aspects of a claimed invention are well known does not render the combination well known without some objective reason to combine the individual teachings. *Ex parte Levengood*, 28 USPQ2d 1300.

Furthermore, the Examiner's §103(a) rejection amounts to nothing more than pure conclusory speculation by the Examiner. Mere speculation is not sufficient to support a *prima facie* case of obviousness. M.P.E.P. § 2142; *see also, In re Warner*, 379 F.2d 1011, 1017, 154 USPQ 173, 178 (CCPA 1967); *In re Sporck*, 301 F.2d 686, 690, 133 USPQ 360, 364 (CCPA 1962). "The factual inquiry whether to combine references must be thorough and searching." *McGinley v. Franklin Sports, Inc.*, 60 USPQ2d 1001, 1008 (Fed. Cir. 2001). It must be based on objective evidence of record. "This precedent has been reinforced in myriad decisions, and cannot be dispensed with." *In re Sang Su Lee*, 61 USPQ2d 1430 (Fed. Cir. 2002). "The need for specificity pervades this authority." *Id.* "Particular findings must be made as to the reason the skilled artisan, with no knowledge of the claimed invention, would have selected these components for combination in the manner claimed." *In re Kotzab*, 55 USPQ2d 1313, 1317 (Fed. Cir. 2000).

For at least the reason stated above, applicants assert that the Examiner has not satisfied the rigorous tests for properly modifying a prior art reference to establish obviousness. Instead, as discussed above, the Examiner's reasoning is not supported by the teachings of the references, lacks specificity, and is based in hindsight.

Claims 3, 12, 18, 27, 33 and 42 are also distinguishable over the cited art for at least the reasons given above in regard to the individual claims from which they depend.

Further regarding claim 3, Shank fails to teach wherein the selected format comprises Abstract Syntax Notation One (ASN1). The Examiner has not provided any prior art reference or specific finding that provides a motivation to use ASN.1 in Shank in any way. The Examiner states only that such modifications would be obvious "for fulfilling the system requirements." However, there are no system requirements taught in Shank that would require or even suggest selecting ASN.1 as a message format. The Examiner's stated motivation for modifying Shank ("fulfilling the system requirement") amounts to nothing more than an attempt to build the applicants invention through hindsight analysis and thus is clearly improper.

Further regarding claim 12, Shank fails to disclose wherein the requests are converted from the interface definition language to a Portable Management Interface (PMI) format prior to delivery to the managed objects. The Examiner provided any prior art reference or specific finding that provides a motivation to modify Shank to convert requests from the interface definition language to a PMI format prior to delivery to the managed objects, as the Examiner contends. Nor is there any teaching in Shank that would require or even suggest converting requests from the interface definition language to a PMI format prior to delivery to the managed objects. As with the rejection of claim 3, discussed above, The Examiner's stated motivation for modifying Shank ("fulfilling the system requirement") amounts to nothing more than an attempt to build the applicants invention through hindsight analysis and is clearly improper. Additionally, Applicants' remarks above regarding the § 102(e) rejection of claim 13 apply here.

In light of the above remarks, Applicants assert that the Examiner's rejections under § 103(a) are not supported by the cited art, and should thus be withdrawn.

Applicants also assert that numerous ones of the dependent claims recited further distinctions over the cited art. However, since the independent claims have been shown

to be patentably distinct, a further discussion of the dependent claims is not necessary at this time.

CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5181-61100/RCK.

Also enclosed herewith are the following items:

☒ Return Receipt Postcard

☐ Petition for Extension of Time

☐ Notice of Change of Address

☐ Fee Authorization Form authorizing a deposit account debit in the amount of $ for fees (   ).

☐ Other:

Respectfully submitted,

Robert C. Kowert
Reg. No. 39,255
ATTORNEY FOR APPLICANT(S)

Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C.
P.O. Box 398
Austin, TX 78767-0398
Phone: (512) 853-8850

Date: ___November 4, 2004___